



# ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

## PROCUREMENT INFORMATION

<b>RFP Number:</b> 2006-100-07	<b>RFP Title:</b> Family Preservation and Support Services/Family Options
<b>Proposal Due Date and Time:</b> August 07, 2006 12:00 p.m., Central Time	<b>Number of Pages:</b> 46
<b>Procurement Officer:</b> Starr Stewart-Policy, Planning and Research Phone: (334) 353-4744 E-mail Address: <a href="mailto:ssstewart@dhr.state.al.us">ssstewart@dhr.state.al.us</a> Website: <a href="http://www.dhr.state.al.us">http://www.dhr.state.al.us</a>	<b>Issue Date:</b> <u>Wednesday, June 28, 2006</u> <b>Issuing Division:</b> Family Services

## INSTRUCTIONS TO VENDORS

<b>Submit Proposal to:</b>  Starr Stewart – Policy, Planning and Research Alabama Department of Human Resources Gordon Persons Building, Room 2344 50 Ripley Street Montgomery, AL 36130-4000	<b>Label Envelope/Package:</b>  RFP Number: 2006-100-07 RFP Due Date: Monday, August 07, 2006  <b>Special Instructions:</b>
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## VENDOR INFORMATION

(Fill in the information fields below and return this form with RFP response)

<b>Vendor Name/Address:</b>	<b>Authorized Vendor Signatory:</b>  (Please print name and sign in ink)
<b>Vendor Phone Number:</b> ( )	<b>Vendor FAX Number:</b> ( )
<b>Vendor Federal I.D. Number:</b>	<b>Vendor E-mail Address:</b>

Indicate whether this proposal is an original or a copy. ☐ Original ☐ Copy

**Trade Secret Declarations:** (reference section/page(s) of trade secret declarations)

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## VENDOR'S RFP CHECKLIST

1. \_\_\_\_\_ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contractual requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. \_\_\_\_\_ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP.
3. \_\_\_\_\_ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the Department of any ambiguities, inconsistencies, or errors in the RFP.
4. \_\_\_\_\_ **Take advantage of the “question and answer” period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the Department’s website at [www.dhr.state.al.us](http://www.dhr.state.al.us) and will include all questions asked and responses concerning the RFP.
5. \_\_\_\_\_ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. \_\_\_\_\_ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the Department or evaluation committee will know what your capabilities are or what items/services you can provide, even if you have previously contracted with the Department. Proposals are evaluated based solely on the information and materials provided in your response.
7. \_\_\_\_\_ **Use the forms provided**, i.e., cover page, budget forms, certification forms, etc.
8. \_\_\_\_\_ **Check the Department’s website for RFP addenda.** It is the vendor’s responsibility to check the Department’s website at [www.dhr.state.al.us](http://www.dhr.state.al.us) for any addenda issued for this RFP, no further notification will be provided.
9. \_\_\_\_\_ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. \_\_\_\_\_ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and submit all required items on time. Late proposal responses are ***never*** accepted.

This checklist is provided for assistance only and should not be submitted with Vendor’s response.

## **SCHEDULE OF EVENTS**

*The following RFP Schedule of Events represents the Department's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time. The Department reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the Department's website at [www.dhr.state.al.us](http://www.dhr.state.al.us) as detailed in Section 1.5.3 of this RFP. Vendors should refer to the website periodically for changes to the RFP.*

<b>EVENT</b>	<b>DATE</b>
<b>RFP Issue Date.....</b>	<b>June 28, 2006</b>
<b>Deadline for Receipt of Written Questions .....</b>	<b>July 10, 2006</b>
<b>Deadline for Posting of Written Responses to Questions .....</b>	<b>July 17, 2006</b>
<b>RFP Response Due Date .....</b>	<b>August 07, 2006</b>
<b>Evaluation of Proposal and Selection of Vendors .....</b>	<b>August 22-25, 2006</b>
<b>Intended Date for Notice of Intent to Award a Contract .....</b>	<b>August 30, 2006</b>

## **SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS**

### **1.0 PROJECT OVERVIEW**

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as “the Department”) invites you to submit a proposal to establish a Family Options Program to deliver Intensive Family Preservation Services (IFPS) based on the Homebuilders model in the following areas: Central Alabama, East Alabama, East Central Alabama, Jefferson/Shelby, Northeast Alabama, Northwest Alabama, Southeast Alabama, Southwest Alabama, Tuscaloosa Hub, West Central Alabama, with specific counties listed in *Section 5: Program Budget*. A more complete description of the services sought for this project is provided in *Section 3, Scope of Project*. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

### **1.1 ELIGIBLE ENTITIES**

Eligible entities include governmental agencies, faith-based organizations, non-governmental public or private organizations and individuals who: 1) are legally authorized to conduct business within the State of Alabama; 2) possess a high degree of professional skill in the area of services described in this document; 3) possess the skills needed to perform the services described in this RFP; and, 4) are capable of meeting the terms and conditions of the RFP. In addition, vendors must demonstrate the ability to manage Department funds in accordance with Federal and State regulations and guidelines.

### **1.2 BACKGROUND**

The Alabama Department of Human Resources is responsible for administering the Family Preservation and Support Services (FP/SS) Program, funded by Title IV-B, Subpart 2, “Promoting Safe and Stable Families”. The Act provides funding for services to families to assist states in developing an integrated service delivery system. This legislation aims to promote family strength and stability, enhance parental functioning and protect children through funding of a capped entitlement to states to provide family support and family preservation services. In addition, it offers states an extraordinary opportunity to assess and make changes in state and local service delivery.

The Department of Human Resources (DHR), as the designated Title IV-B agency, operates according to the philosophy that children should be protected from abuse and neglect and, whenever possible, families should be preserved and strengthened in order to nurture and raise children in safe, healthy, and stable environments. Service interventions are based on a set of beliefs about children and their families as follows: children belong with their families if they can safely live at home; most parents love and want their children; most maltreatment is an expression of an underlying, unmet need; most people can change; all children need to experience permanency in their lives; and when children cannot continue to live at home, they still need family and community connections. Accordingly, the State Plan for Family Preservation and Support Services for abused, neglected, and at-risk children and their families is intended to operationalize these beliefs through developing community-based, goal-directed services that are individualized, needs-based, and that do the following:

- Treat families as partners in parenting and protecting their children;
- Respect parents and their children and focus on the family as a whole and on the family's strengths;
- Are matched to meet identified needs and vary in levels of intensity needed to keep children safe;
- Are coordinated between service vendors and agencies to meet the multiple needs of children and their families;
- Are delivered in culturally sensitive ways;
- Are accessible to children and families; and
- Address systemic barriers to accessing needed services.



Family preservation services typically are services designed to help families alleviate a crisis that might lead to out-of-home placement of children; maintain the safety of children in their own homes; support families preparing to reunify or adopt; and assist families in obtaining services and other support necessary to address their multiple needs in a culturally sensitive manner. If a child cannot be protected from harm without placement or the family does not have adequate strengths on which to build, family preservation services are not appropriate. Family support services are primarily community-based preventive activities designed to alleviate stress and promote parental competencies and behaviors that will increase the ability of families to successfully nurture their children; enable families to use other resource opportunities available in the community, and create supportive networks to enhance child rearing abilities of parents and help compensate for the increased social isolation and vulnerability of families.

In March 1994, the Department of Human Resources created a broad-based Family Preservation and Support Planning (FPSP) committee comprised of the agency heads or their designees from various State Departments and other organizations and institutions. The FPSP committee translated the key beliefs about families and services listed earlier into operating principles for the development of approaches to integrated service delivery systems. Those operating principles were translated into the vision and goals of Alabama's FP/SS Plan as well as the service description to be funded under this plan. The FPSP committee subsequently recommended the establishment or expansion of intensive family preservation and reunification services statewide. These services, called "Family Options" in Alabama, are based on the Homebuilders Model of Intensive Family Preservation Services. In addition, the planning body recommended developing service delivery approaches for rural and urban communities through a "family service center" design. The service delivery continuum would be targeted to highest need geographical sites based on assessment of needs.

Several features of the Homebuilders Model led to its selection as the prescribed model for Family Options. It has clear guiding principles, philosophy, and program characteristics, well-defined components, flexibility in tailoring to individual families, quality assurance, measurable results, capability of uniform implementation, and capability of being evaluated on a statewide basis.

Some common beliefs and values of the Homebuilders Model of Intensive Family Preservation Services are as follows:

- A. Safety is our highest priority.
- B. It is best for children to be raised in their own families whenever possible.
- C. A child's relationship with his/her family is always important.
- D. Most families, if properly assisted, can care for their children.
- E. We can't predict which situations are most amenable to change.
- F. Almost all people have the ability to change.
- G. Mutual respect is crucial in the client-worker relationship.
- H. It is our job to give hope to families, not their job to be motivated.
- I. A crisis is an opportunity for change.
- J. Empowerment means enabling people to make their own agenda for change, not imposing one on them.
- K. The environment is both a source of stress and a solution for the problems of children and their families.
- L. Inappropriate interventions can do harm.
- M. Respect for diversity and acceptance of family lifestyles and child rearing methods is critical, so long as it promotes a child's health and safety.
- N. Families are our colleagues or partners.
- O. Family members usually don't intend to do each other in.
- P. People are doing the best they can.



### **1.3 CONTRACT TERM**

The contract term is for a period of **three (3) years** beginning ***October 01, 2006*** and ending ***September 30, 2009***.

### **1.4 POINT OF CONTACT**

From the date this Request for Proposal (RFP) is issued until the vendor selection is announced, all communication must be directed to the procurement officer in charge of this solicitation. **Vendors must not communicate with any Department staff or officials regarding this procurement with the exception of the procurement officer.** Any unauthorized contact will disqualify the Vendor from further consideration. Contact information for the point of contact is as follows:

**Starr Stewart – Policy, Planning and Research**  
**Alabama Department of Human Resources**  
**50 Ripley Street, Room 2344**  
**Montgomery, AL 36130-4000**  
**Telephone Number: (334) 353-4744**  
**E-mail Address: sstewart@dhr.state.al.us**

### **1.5 REQUIRED REVIEW**

#### **1.5.1 REVIEW RFP**

Vendors should carefully review the instructions, mandatory and general requirements, project specifications, and the standard terms and conditions identified in this RFP. After a thorough review of the RFP, if the Vendor identifies any ambiguity, inconsistency, unduly restrictive specifications, or error, promptly notify the procurement officer identified above in writing, via e-mail or courier by the deadline for receipt of questions as stated in the Schedule of Events.

#### **1.5.2 VENDOR'S QUESTIONS**

Vendors with questions or requiring clarification regarding any section of this RFP must submit written questions via e-mail or courier to the procurement officer referenced above by 3:00 p.m. ***Monday, July 10, 2006***. Each question must reference the section, subsection, page, and item in question. Vendors must submit all questions posed in a single email message to the procurement officer. Questions received after the deadline will not be considered.

#### **1.5.3 DEPARTMENT'S RESPONSES**

The Department will provide an official written answer by the close of business on ***Monday, July 17, 2006*** to all questions received by the deadline on ***July 10, 2006***. The Department's response will either provide clarification of the applicable issue or be in the form of a correction to this RFP. Vendor questions and the Department's responses, as well as any formal written addendum will be posted on the Department's website at [www.dhr.state.al.us](http://www.dhr.state.al.us) by the close of business on the date listed.

### **1.6 MANADATORY REQUIREMENTS**

All requirements described in this RFP are considered mandatory. Vendor's proposals ***must*** meet all general and mandatory requirements to be eligible for consideration. The Department will determine whether a Vendor's proposal complies with the requirements. Proposals that do not meet all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive. Proposals that do not meet the requirements 1.6.1 through 1.6.4 will be deemed non-responsive and no other consideration will be given.

### **1.6.1 DEADLINE FOR RECEIPT OF PROPOSALS**

Proposals must adhere to the format requirements and must be received by the deadline for receipt of proposals as specified in the Schedule of Events and Section 1.8.1 *Required Copies and Deadline for Receipt of Proposals*.

### **1.6.2 TAXPAYER IDENTIFICATION VERIFICATION**

Vendors must include a completed Taxpayer Identification Number Form, Appendix B.

### **1.6.3 DISCLOSURE STATEMENT**

Alabama law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama without submission of a completed Disclosure Statement to the Alabama Division of Purchasing. Disclosure Statements may be downloaded from the State Purchasing website at [www.purchasing.state.al.us](http://www.purchasing.state.al.us).

### **1.6.4 AUTHORIZED VENDOR SIGNATORY**

Vendors must provide an original proposal using the format described, with an original signature of person(s) legally authorized to bind the vendor to the proposal.

## **1.7 GENERAL REQUIREMENTS**

### **1.7.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS**

By submitting a response to this RFP, Vendor agrees to acceptance of the standard terms and conditions of this RFP. Requests for additions or exceptions to the standard terms and conditions including any necessary licenses, or any added provisions must be submitted to the procurement officer by the due date for receipt of written questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the Vendor's ability to respond to the RFP or perform the contract.

### **1.7.2 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS**

By submitting a response to this RFP, Vendor agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

### **1.7.3 PRIME CONTRACTOR/SUBCONTRACTORS**

The prime contractor if a contract is awarded shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The contractor shall not assign, transfer or subcontract any portion of the contract without the written consent of the Department. The Contractor shall be responsible to the Department for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Any awards made as a result of this document will create a contractual relationship between the Contractor and the Department, not the subcontractor.

### **1.7.4 VENDOR'S SIGNATURE**

An individual authorized to legally bind the organization submitting the proposal must sign the original proposal in ink. The Vendor's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion that would preclude the Department from obtaining the best possible service for the best possible price.

## **1.8 SUBMITTING A PROPOSAL**

### **1.8.1 REQUIRED COPIES AND DEADLINE FOR RECEIPT OF PROPOSALS**

Vendors must submit one (1) original proposal and **seven (7)** copies and one (1) electronic (PDF preferred) copy on CD or DVD clearly labeled with the Vendor name to:

**Starr Stewart, Policy, Planning and Research**  
**Alabama Department of Human Resources**  
**Gordon Persons Building, Room 2344**  
**50 Ripley Street**  
**Montgomery, AL 36130-4000**

Proposals must subscribe to the section/subsection headings and numbering format as specified in *Section 4 Proposal Format and Instructions*. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to **RFP# 2006-100-07** *Proposals must be received at the receptionist's desk of the Policy, Planning and Research office by 12:00 p.m., local time Monday, August 07, 2006. Prior to due date, proposals may be delivered Monday through Friday between the hours of 8.00 a.m. and 4:30 p.m. Faxed and electronically submitted responses to requests for proposals are NOT accepted.*

#### **1.8.2 FAILURE TO COMPLY WITH INSTRUCTIONS**

Vendors failing to comply with these instructions may be deemed non-responsive or subject to point deductions. The Department may also choose to not evaluate, and disqualify from further consideration any proposals that do not follow the format described in Section 4: *Proposal Format and Instructions*, are difficult to understand or read, or are missing any requested information.

#### **1.8.3 TIMELY SUBMITTED PROPOSALS**

All timely submitted proposals and materials received in response to this RFP become the property of the Department and will be incorporated into any formal documentation and/or contract resulting from this RFP between the Department and the Vendor.

#### **1.8.4 LATE PROPOSALS**

***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the Vendor's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

## **SECTION 2: STANDARD INFORMATION**

### **2.0 AUTHORITY**

This RFP is issued under the authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3<sup>rd</sup> Sp. Sess., p 817, §1.). Any awards resulting from this RFP will be made based on stated evaluation criteria. The weight assigned to each criterion denotes the relative importance of that criterion. No criteria, other than that identified in this RFP, will be used.

### **2.1 PROPOSAL EFFECTIVE PERIOD**

All proposals submitted in response to this RFP shall be effective for a 180-day period following the deadline for receipt of proposals as specified in the Schedule of Events and may not be modified, withdrawn or canceled by the Vendor during this period.

### **2.2 IMMIGRATION STATUS**

Vendor's authorized person(s) within the agency must sign and submit *Appendix D* on the IMMIGRATION STATUS of all workers to be employed for the services described in this procurement. Vendors must attest that all workers will be citizens of the United States or at the time of employment will be in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

### **2.3 TRADE SECRETS**

As part of the initial evaluation, the procurement officer in charge of this solicitation will review proposals received in response to this RFP, for any information deemed a "trade secret" by the vendor and separate identified parts of proposal from public viewing providing the following conditions have been met: (1) confidential information is clearly marked and separated from the rest of the proposal; (2) the proposal does not contain confidential material in the cost or price section; and (3) an affidavit from a Vendor's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets. The Vendor's Legal Counsel must use the Department of Human Resources "Affidavit for Trade Secret Confidentiality" form when requesting the trade secret claim. The affidavit form is included in this RFP as *Appendix C*.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Vendors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

### **2.4 PRE-SCREENING AND EVALUATION OF PROPOSALS**

#### **2.4.1 PRE-SCREENING**

During the pre-screening, proposals will be reviewed to ensure compliance with all general and mandatory requirements. Upon completion of this initial review, proposals will be classified "responsive" or "non-responsive". However; proposals may be found non-responsive at any time during the evaluation process if the proposal does not meet the formatting requirements specified in the RFP; if any of the required information is not provided; or the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP. Proposals declared non-responsive will not receive further consideration.

#### **2.4.2 EVALUATION OF PROPOSALS**

All responsive proposals will be evaluation against the stated criteria. However, this does not preclude the Department from any discussions/negotiations or requests for a best and final offer that it may deem necessary to assist in determining the Vendor. In scoring against stated criteria, the Department may consider such factors

as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors to determine the most advantageous offering to the Department.

## **2.5 DISCUSSION/NEGOTIATION AND/OR ORAL PRESENTATION/PRODUCT DEMONSTRATION**

After receipt of all proposals and prior to the determination of the award, the Department may initiate discussions with one or more Vendors should clarification or negotiation be necessary. Vendors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Vendors should be prepared to send qualified personnel to **Montgomery, Alabama**, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Vendor's expense.

## **2.6 BEST AND FINAL OFFER**

The Department reserves the right to request a "best and final offer" for this RFP based on price/cost alone, from one or more Vendors if additional information is required to make a final decision. Vendors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes.

## **2.7 PUBLIC REQUESTS FOR INFORMATION**

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available to the public upon requests shortly after the signing of a contract(s) with the exception of: (1) trade secrets meeting the requirements of the Alabama Trade Secrets Act, that have been properly marked, separated, and documented; and (2) any financial information requested by the Department, unless prior written consent has been given by the Vendor.

## **2.8 COST OF PREPARING A PROPOSAL**

The Department is not liable for any expense incurred by the Vendor in the preparation and presentation of their proposal or any other costs incurred by the Vendor prior to execution of a contract. All costs are the responsibility of the Vendor.

## **2.9 DEPARTMENT'S RIGHTS RESERVED**

While the Department has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the Department to award and execute a contract. Upon determination such actions would be in its best interest, the Department, in its sole discretion, reserves the right to the following:

### **2.9.1 PRE-SELECTION DISCRETION**

The Department reserves the right at its sole discretion, at any time and for any reason, to reject any or all of the proposals submitted in response to this RFP, or to cancel this RFP, if it is deemed by the Department to be in its best interest to do so.

### **2.9.2 POST-SELECTION DISCRETION**

Upon selection of a proposal, the Department reserves the right, at its sole discretion, at any time and for any reason, to change its decision with respect to the selection and to select another proposal, or to cancel the RFP, if it is deemed by the Department to be in its best interest to do so.

### **2.9.3 WAIVERS**

Notwithstanding the amendment provisions otherwise set forth herein, the Department reserves the right at its sole discretion, to waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall program and to award a contract on the basis of such a waiver in the event the Department determines

that such award is in the best interest of the Department. Minor irregularities are those which will not have a significant adverse effect on the overall program cost or performance.

#### **2.9.4 NEGOTIATIONS**

The Department reserves the right to negotiate with any vendor whose proposal is within the competitive range, as specified in the RFP with respect to technical plan and cost, as well as to select a vendor other than the vendor offering the lowest price.

#### **2.9.5 ADOPTION OF IDEAS**

The Department reserves the right to adopt to its use all or any part, of a vendor's proposal and to use any idea or all ideas presented in a proposal.

#### **2.9.6 ORAL PRESENTATIONS**

The Department reserves the right to require some or all of the vendors to provide oral presentations of their proposals.

#### **2.9.7 AMENDMENTS**

The Department reserves the right to amend the RFP. Except as provided above with respect to "WAIVERS" made by the Department, all amendments to the RFP will be made by written addendum issued by the Department and posted to the web at [www.dhr.state.al.us](http://www.dhr.state.al.us) under this RFP link.

#### **2.9.8 NO GUARANTEE OF CONTRACT**

Selection of a proposal shall not be binding upon the Department and may or may not, at the Department's sole discretion, result in the Department entering into a contract with the vendor if it is in the best interest of Department not to proceed with contract execution.

#### **2.9.9 RIGHT TO INVESTIGATE AND REJECT**

The Department may make investigations as deemed necessary to determine the ability of the Vendor to perform the services specified. The Department reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Vendor fails to satisfy the Department that the Vendor is properly qualified to carry out the obligations of the contract. This includes the Department's ability to reject the proposal based on negative references.

#### **2.9.10 DISCLAIMER**

Issuance of this RFP does not constitute a commitment by the Department to select any proposal submitted in response to the RFP, or to award a contract to any vendor who responds to this RFP.

*All contracts awarded by this Department are subject to review and approval by the Legislative Oversight Committee and the Governor's Office.*



## **SECTION 3: SCOPE OF PROJECT**

### **3.0 DESCRIPTION OF SERVICES**

Family Options is an intensive, short term, crisis intervention and stabilization program patterned after the Homebuilders model operated by the Institute for Family Development in Federal Way, Washington since 1974. The Homebuilders model has been replicated in over 30 states. Family Options serves families in which at least one child is at imminent risk of removal from the parents'/caretakers' home due to abuse (physical, emotional, sexual, or psychological), neglect, parent-child conflict, or family instability or is returning home after placement. The goal of the program is to preserve or reunify the family, while ensuring the safety of children and helping the family learn new skills to stay together successfully. All referrals to Family Options are made by DHR services staff in the counties served. The Family Options Specialist carries no more than two or three cases at a time (*See 3.1.14 Caseloads*). The Specialist or a backup is available to their families on a 24-hour a day, 7-day a week basis. A flexible work schedule enables the Specialist to be available to their family when the family is available or when the family is experiencing difficulty.

### **3.1 PROGRAM SPECIFICATIONS**

Vendors must describe the methodology to be utilized in providing the services required in this procurement.

#### **3.1.1 POPULATION TO BE SERVED**

Only families referred by the County Department of Human Resources in the counties served by the vendor will be eligible to receive Family Options services. A DHR employee making a referral must be able to state, and document in the family's DHR service file, that in his/her professional judgment, the family has at least one child at imminent risk of removal from the home within 7 days of the referral due to abuse, neglect, parent-child conflict or family instability; that less intensive services are/have been insufficient to maintain the child safely in the home and/or safely reunify the family; and that all placement alternatives other than state-paid placement have been explored/exhausted.

#### **3.1.2 REFERRAL PROCEDURE**

County DHR employees will make verbal referrals to the vendor of Family Options services for referrals during regularly scheduled office hours. A Family Options staff person must be accessible to take referrals through a pager system or other reliable means during all non-office hours (i.e.: 24 hours a day, 7 days a week, including weekends and holidays). The vendor will maintain a listing of all referrals declined along with the reason that each case was declined. This listing is not intended to be a waiting list as Family Options is a crisis intervention service. The listing is maintained to document need and to allow vendor to contact referral workers within two days of an anticipated vacancy. Re-referral decisions will be made jointly between DHR and vendor agency based on the number of children in each family at risk of removal and the level of imminence. Any variation of this procedure must be approved by DHR.

#### **3.1.3 NUMBER OF FAMILIES TO BE SERVED**

Services will be provided to a minimum of 19 families per year for each full-time Family Options Specialist or equivalent. This standard is based on preservation cases that are 4-6 weeks in length. Each reunification case counts as 1.36 cases. DHR will provide a standard format for tracking the number of families served and the length and intensity of interventions.

#### **3.1.4 POLICY COMPLIANCE**

Staff must be familiar with DHR policy and procedures regarding Family Options and staff must be monitored for compliance. The vendor shall use standard Family Options forms as required and provided by DHR.



### **3.1.5 SUPERVISOR/STAFF RATIO**

A supervisor to direct service staff ratio of one full-time Supervisor to four full-time Family Options Specialists must be maintained. (See *Section 5: Program Budget* for required staffing levels.)

### **3.1.6 ACCESSIBILITY OF RECORDS**

Vendors will make accessible to the FP/SS State Coordinator and Facilitators or other DHR representative all case and administrative records for the purposes of contract monitoring, the program's adherence to the model, and quality management/assurance.

### **3.1.7 WEEKLY UNIT MEETINGS/GROUP CONSULTATION**

Weekly meetings will be scheduled involving all Family Options staff, including the Supervisor, for the purpose of reviewing individual case progress and consulting on alternative casework plans, action steps and case activities. Emphasis here should be on staffing all active cases and using feedback/suggestions to help the Specialist develop weekly plans to achieve the goals of the intervention.

### **3.1.8 WEEKLY SUPERVISOR-SPECIALIST CONFERENCES/INDIVIDUAL CONSULTATION**

The Family Options Supervisor will conduct conferences with individual Family Options Specialists not less than once weekly for the purpose of enabling individual Specialists to discuss their families on a one-on-one basis. The Specialist and Supervisor will review case progress, consult on alternative casework plans, and determine action steps and activities needed to achieve goals. The Specialist's individual needs, including training, will be addressed.

### **3.1.9 SUPERVISORY REVIEW**

The Supervisor will review and approve by signature all service plans, progress reports, and termination summaries and complete a written supervisory case review of each intervention. Standard Family Options forms will be provided by DHR to enable the vendor to accomplish these requirements.

### **3.1.10 CONSULTATION WITH DHR**

The Family Options vendor will consult regularly with the DHR referring worker and/or supervisor regarding open cases. These contacts will be documented in the narrative.

### **3.1.11 PROMPTNESS OF RESPONSE TO REFERRALS**

Family Options Specialists will attempt to contact the family face-to-face within 24 hours (immediately if an emergency) from the time of the referral. If the Family Options Specialist is unable to contact the family within 24 hours, the referral worker shall be notified. The Family Options Specialist and the referral worker will maintain contact at a frequency sufficient to address the circumstances and needs of the family. The referral will be declined if the Family Options Specialist is unable to make contact with the family within 72 hours.

### **3.1.12 LOCATION OF SERVICE PROVISION**

Services will typically be provided in the family's home, or at the family's request, a location mutually agreed upon by the Specialist and the family. Transportation of family members to access other services and meet family needs is common.

### **3.1.13 AVAILABILITY TO FAMILIES**

Family Options Specialists will work a flexible schedule determined by the needs of the family rather than a standard work schedule. The vendor will also submit in writing to DHR a plan outlining how to assure Family Options staff will meet availability requirements for those who have educational commitments or other employment. The vendor shall have full-time Family Options staff submit to the vendor, and make available to the FP/SS State Coordinator or Facilitator, a disclosure statement regarding any outside employment. Family Options Specialists will be available to the families assigned to them 24 hours a day, 7 days a week. Family Options Specialists will rotate pager duty weekly or the vendor will document other reliable means to assure

around-the-clock availability of a team member at all times to families being served at any given time. The Family Options Supervisor or designee will be available to workers for supervisory support 24 hours a day, 7 days a week. The vendor should make provisions in the budget for the Specialists and Supervisor to be supplied with pagers and/or cell phones.

#### **3.1.14 CASELOADS**

Each full-time Family Options Specialist will be assigned a maximum of two preservation cases, three reunification cases, or a combination of one preservation and two reunification cases at any one time. The Family Options Supervisor is expected to provide direct interventions to a minimum of two families annually.

#### **3.1.15 LENGTH OF INTERVENTION**

The length of the intervention is determined by achievement of goals, stabilization of the crisis that prompted the referral, and the safety of the child(ren). The length of a standard intervention is four weeks for preservation and eight weeks for reunification. If needed as determined by the Specialist and Supervisor, a family may receive services for up to six weeks for preservation and up to twelve weeks for reunification. Services shall not exceed six weeks for preservation or twelve weeks for reunification.

#### **3.1.16 INTENSITY OF SERVICES**

The Family Options Specialist shall average approximately ten hours for preservation and approximately six hours for reunification of face-to-face contact with each family per week. Typically the first week of the intervention will be the most intensive with the intensity gradually decreasing during the course of the intervention.

#### **3.1.17 TREATMENT PLAN DEVELOPMENT**

At the time of the referral, the referral worker will identify the factors placing the child(ren) at risk of removal. During the first few days of the intervention, the Specialist will also assess risk/safety factors and will develop a service plan with the family, which will be individualized to meet the needs of each specific family. The treatment plan will address the factors placing the child(ren) at risk of removal from the family, the family's and individuals' strengths, the goals of the intervention, and how progress toward the goals will be measured.

#### **3.1.18 SCOPE OF SERVICES OFFERED**

Family Options Specialists provide a wide range of goal-directed services to the family which may include, but are not limited to:

1. Teaching and modeling appropriate parenting skills, such as:
  - a. Alternatives to corporal punishment
  - b. Age appropriate expectations
  - c. Parent as role model
  - d. Problem-solving skills
  - e. Display of greater parent/child affection and trust
  - f. Family Options Specialist as role model
  - g. Consistent household rules and consequences
  - h. Natural and logical consequences
2. Family, individual, and marital counseling which shall:
  - a. Be based on a cognitive, behaviorally oriented model that encourages the development of linkages with natural helping networks and community resources
  - b. Address anger management techniques
  - c. Teach communication skills

- d. Teach stress management skills
  - e. Teach budgeting skills.
3. Aiding the family in meeting medical needs, such as arranging for substance abuse treatment for family members and assisting in making available follow-up support resources when treatment is complete.
  4. Teaching the family housekeeping, homemaking and other organizational skills needed to provide a nurturing environment. This will include modeling needed behavior (i.e. assisting the family to clean the home).
  5. Referring and linking the family to needed concrete services (i.e. aiding the family in obtaining needed furniture, housing, etc.)
  6. Referring and linking the family to follow-up services to meet the family's needs and to support the family's continued progress.
  7. Transporting the family to access other services.

#### **3.1.19 FAMILY INCENTIVE FUNDS**

A maximum of \$30 per family served shall be available to be used to purchase rewards or incentives for individuals or the family for progress achieved during the Family Options intervention. The vendor will charge the contract for actual expenditures of these incentive/reward funds.

#### **3.1.20 FAMILY PRESERVATION/REUNIFICATION FUNDS**

The vendor will have funds available to provide needed concrete services to families, such as food, clothing, furniture, medicine, etc. when this enhances the ability of the family to remain safely together or for the children to be reunified. These funds will only be expended when DHR is unable to secure these needed items for the family. The vendor will charge the contract for actual expenditure of these funds.

#### **3.1.21 CASE TERMINATION PROCEDURES**

A termination staffing shall occur no later than 3 days prior to anticipated closure of the case. Progress made during the intervention, options for maintaining progress, and recommendations are discussed with the referral worker and the family. The Family Options intervention will be considered terminated as of the date of the final family session. A written termination letter, using the required format, shall be submitted to the referral worker no later than 3 days after case closure. A copy of the termination letter may also be sent to the family.

#### **3.1.22 SATISFACTION SURVEYS**

A satisfaction questionnaire will be provided by the Family Options Specialist to the referral worker and family, in the format prescribed by DHR, upon closure of each case to determine satisfaction with the program. Copies of each questionnaire will be maintained by the Supervisor.

#### **3.1.23 SUPERVISORY EVALUATION OF SPECIALIST PERFORMANCE**

The Supervisor will accompany new Specialists on at least one home visit with each of the first three families served by the worker. The Supervisor shall accompany each experienced Specialist on home visits at least quarterly. Feedback on these visits shall be provided to the Specialist in individual consultation. Supervisor will complete regular evaluations of Specialists to assess knowledge, and compliance with, philosophy and intervention strategies of Family Options.

### **3.1.24 PERSONNEL QUALIFICATIONS**

**Supervisor:** The person filling this position must possess a Masters Degree in Social Work or a related field and have at least five years of increasingly responsible experience in working with families, children, and youth. The Family Options Supervisor must be able to manage some flexibility in his/her work schedule. The Supervisor must be available to the Family Options Specialists on a 24 hour a day basis or be able to arrange for coverage in the Supervisor's absence. The Supervisor must understand and be committed to the Homebuilders model of family preservation, and to the goals and beliefs/principles of Family Preservation and Support Services and DHR's System of Care. The Family Options Supervisor must possess a valid Alabama Drivers License, have reliable transportation and liability insurance.

**Family Options Specialist:** The minimum educational requirement is a Bachelors Degree in Social Work or a related social services field. Previous social work experience is preferred, but not required. Someone in this position must be willing to work flexible hours and to be available to the families he/she serves 24 hours a day, 7 days a week, with one off weekend per month. The Family Options Specialist must understand and be committed to the Homebuilders model of family preservation, and to the goals and beliefs/principles of Family Preservation and Support Services and DHR's System of Care. He/she must possess a valid Alabama Drivers License, have reliable transportation and liability insurance.

**Family Options Clerical Worker:** The person filling this position must have the ability to type 50 wpm, have adequate organizational skills to fulfill job duties of managing Family Options files and Specialists' flex schedules, and with training, must be able to gather appropriate and sufficient information from referral workers, and appropriately route families' calls to workers.

All Family Options staff will be cleared through the DHR CA/N Central Registry and must undergo a criminal records check at time of employment.

### **3.1.25 EVALUATION OF PROGRAM OUTCOMES**

During the first year of program operation the vendor of Family Options services is expected to deliver services to families referred by DHR in the county(ies) served with sufficient skill and effectiveness so that at least 80% of the children identified as being in danger of removal can safely remain in their homes 3 months after Family Options intervention; 75% remain at home after 6 months; 70% remain out of care after 9 months; 65% after 12 months; 60% after 18 months; and 55% after 24 months. For children being reunified, at least 70% should be able to remain safely in their homes 3 months after Family Options intervention; 65% remain at home after 6 months, 60% remain out of care after 9 months; 55% after 12 months; 50% after 18 months; and 45% after 24 months.

During the second full year of program operation and beyond, the minimum expectations for placement prevention will be 85% at 3 months; 80% at 6 months; 75% at 9 months; 70% at 12 months; 65% at 18 months; and 60% at 24 months after the family preservation intervention. For reunification, the minimum expectations are 75% at 3 months; 70% at 6 months; 65% at 9 months; 60% at 12 months; 55% at 18 months; and 50% at 24 months.

It is inevitable that some children referred for services will not be able to be kept safely at home. A valid Family Options assessment which recommends placement is therefore not a failure. Hence, the above placement prevention rates are only guidelines based on other effective IFPS programs in other states.

Out-of-home placements of less than 14 days will not be counted in calculating placement prevention rates. DHR will assist the vendor in obtaining placement information from DHR's foster care information system (ACWIS).

In addition, the following demographic data will be required to be collected and reported to DHR for evaluation purposes:

- *Number of and reason for referrals not accepted;*
- *Reason for referral;*
- *Length of time between referral and initial contact;*
- *Age, sex, and relationship of each family member served;*
- *Income source and amount for each family;*
- *Educational status of each family member;*
- *Goals of each intervention;*
- *Services provided during the intervention;*
- *Referrals/linkages made during the intervention;*
- *Additional needs identified at the end of the intervention;*
- *Length of intervention;*
- *Number of hours spent with each family during the intervention;*
- *Dollar amount of funds used for each family; and*
- *Additional demographic and service information as requested.*

DHR will provide standard forms/formats for maintaining and reporting much of the above information. DHR and vendors will participate in ongoing Family Options Supervisors meetings to identify and implement other means of evaluating programs' effectiveness.

### **3.1.26 OTHER EVALUATIVE MEASURES**

1. To assess progress, the Family Preservation and Support Services Coordinator of State DHR or his/her representative will conduct periodic site visits.
2. Monthly, quarterly and annual reports describing the process of implementation, including planning, coordination of service, training, and service activities will be required of all vendors in a specified and required format. Vendors will be expected to maintain a database to collect and report demographic information about families served, what services were provided, service outcomes, numbers of families served, and service expenditures.
3. Families served will set and rate goals at specified intervals and these ratings will be reported on the database on a quarterly basis. Child safety ratings will be reported at specified intervals for all families served. Increments of progress toward goal achievement and in ratings of safety will be used as an outcome indicator. Reports of child abuse and neglect for families served will also be tracked and reported on the database.
4. Consumer Satisfaction Surveys will be administered to all families served twice annually. Results will be compiled and submitted for review.
5. After one year in operation, a two-day Peer Review will be conducted; after the initial visit, a peer review will occur every two years. Teams are comprised of staff from other Family Options Programs and Family Service Centers around the state, as well as the Center's State-level Consultant. Families served by the program are selected at random and the Center's work with the family is reviewed in depth. Administrative functions of the Center are reviewed, and a focus group is also held to assess community perception of the services provided.
6. All Family Options Programs are required to maintain compliance with the FP/SS Family Options Standards to be implemented in FY 07. These standards may be viewed at



[www.dhr.state.al.us](http://www.dhr.state.al.us) by clicking on “Services”, “Family Services”, “Family Options”. These standards set forth the expectations for service delivery and administration of all Family Options Programs. The Program’s attainment of these standards is evaluated periodically. Compliance is required to maintain funding and contracts can be terminated for failure to comply with these standards.

7. The timeliness of submission and accuracy of all required reports will be considered in evaluation of the program.

### **3.1.27 TRAINING**

All Family Options Specialists and Supervisors must receive training on the Homebuilders model of family preservation. In addition, all professional staff must attend Alabama Certification Training (ACT), which will be provided by DHR. Weekly skill building or in-service training will be coordinated by the Family Options Supervisor. Specialists should also be trained on resources in the community available to meet the diverse needs of families. Each new Family Options Specialist is expected to team/shadow with another Family Options Specialist on at least one intervention prior to handling an intervention on his/her own. The FP/SS State Coordinator and State Facilitators will be available for case and program consultation. Periodic Family Preservation and Support Services Partner Trainings will also be held, which will provide other training and networking opportunities for program staff. The Family Options Supervisor and at least one additional staff person is required to attend each FP/SS Partner Training and be in attendance for the entire training. All of the above training will be provided at low or no cost to the vendor; however the vendor should include the cost of travel, meals, and lodging for participants to attend the training in the budget. Staff will also be expected to participate when requested on Peer Reviews at other programs. The Family Options Director and/or Supervisors may be required to participate in at least one Peer Review each year and are required to allow all staff to participate as requested by FP/SS staff. These costs should be included in the program budget.

### **3.1.28 STAFF RECRUITMENT AND SELECTION**

Vendors will receive training, consultation, and assistance from DHR on Homebuilders strategies for effective recruitment and selection of IFPS staff and will be expected to follow these procedures. The vendor will make all decisions on selection of staff.

### **3.1.29 COLLABORATION WITH COUNTY DHR OFFICES**

DHR will identify a liaison at each county DHR office served by the Family Options program. The DHR liaisons and the Family Options Supervisor/staff will maintain ongoing contact as needed. The vendor will organize quarterly meetings of DHR liaisons, Directors, and Service Supervisors of the counties served to address progress, needs, utilization, etc.

### **3.1.30 PILOT PROGRAMS**

In addition to family preservation and family reunification services, programs serving targeted areas/counties will provide either Reunification Assessment or Mental Health services piloted in FY 02. (Targeted areas/counties are identified in Section 5.)

The goal of Family Options Reunification Assessment (FORA) is to assist DHR in making permanency decisions through an intensive “working” assessment of family safety, functioning, and stability. The Specialist will average 8 to 10 hours of face-to-face contact per week over a 30-day maximum period. Two FORA cases is considered a full caseload.

Working exclusively with children who have a DSM-IV diagnosis, have previously received services from a mental health program or facility, or are being reunified or stepped-down from a placement more restrictive than foster care, the goals of Family Options Mental Health (FOMH) are: to stabilize a child in the home in order to prevent out-of-home placement; to facilitate a child’s reunification home from an out-of-home

placement; to facilitate step-down to a less restrictive placement for a child; and/or to prevent a disruption of an adoptive or long-term foster care placement when this is a child's permanency goal. The Specialist provides an average of 8 to 10 hours of face-to-face contact per week during the 4-6 week FOMH preservation intervention, with a decrease in intensity to 5-6 hours per week if an extension up to a total of 90 days is approved by the State-level Consultant. The Specialist provides an average of 5-6 hours of face-to-face contact per week during the 8-12 week FOMH reunification intervention. Two FOMH preservation cases lasting 4-6 weeks, 3 FOMH preservation cases extended beyond 6 weeks, or 3 FOMH reunification interventions is considered a full caseload.

The vendor will be trained on the specified referral criteria, referral process, intervention activities, outcome/evaluative measures, training, supervision, and consultation guidelines with which they will be expected to comply for these two Pilot Programs.

## **3.2 NOTICE**

If a proposal is accepted and a contract is executed on the basis of a proposal, the vendor will be subjected to the following requirements:

### **3.2.1 TIMELY SUBMISSION**

Reports and data delineated in *Section 3.1 Program Specifications* must be submitted on a timely basis in the format required by the Department.

### **3.2.2 STATUS REPORTS**

The Department may, from time to time, request written reports of achievement and the vendor is required to comply with such requests.

### **3.2.3 PROGRESS REVIEW MEETINGS**

The Department may periodically request progress review meetings and the vendor will be required to comply with such requests.

### **3.2.4 PROGRAM AUDITS AND RECORD KEEPING**

Financial and programmatic audits as well as record keeping requirements as may be established by the Department will be required.

### **3.2.5 INVESTIGATIONS**

Vendors will be expected to cooperate and assist in any investigations of compliance with this RFP and terms of the contract. Vendor is legally required as per Code of Alabama to report all allegations of suspected abuse, neglect, or exploitation of children.

### **3.2.6 TRAINING/MEETINGS**

Attendance at periodic meetings and trainings as specified by the Department will be required.

### **3.2.7 OTHER**

Other requirements as may be established by the Department and communicated in writing to the vendor(s).



## **SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS**

### **4.0 PROPOSAL REQUIREMENTS**

Proposals must meet all requirements as specified in *Section 3.1 Program Specifications* of this RFP. Proposals must incorporate the specified structure and format; must be clear, detailed, and complete as to fully demonstrate that the prospective Vendor has a thorough understanding of the requirements for providing the services for this procurement. Statements that the Vendor understands, acknowledges, or can comply with the requirements/specifications, and statements paraphrasing the specifications are considered inadequate as are phrases such as “industry standards will be adhered to” and/or “standard procedures will be implemented”, or “research-based models will be used”. Proposals must clearly and adequately describe the concepts and methodologies to be implemented by the Vendor. Information must be clear, succinct, and easily understandable.

### **4.1 COMPLETENESS OF PROPOSALS**

Selection(s) and award(s) will be based on the Vendor’s Technical Proposal, Project Budget and other items described in this RFP. Proposals should not include references to information located elsewhere, such as Internet websites. Information or materials presented by Vendors outside the formal response or subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered, will have no bearing on any award, and may result in the Vendor being disqualified from further consideration.

### **4.2 PROPOSAL FORMAT**

Proposals must be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font) size 12 and printed/copied onto standard (8½ x 11) white typing/copier paper. *Double space between paragraphs.* All proposals must include labeled tabs that correspond with the bolded sections and subsections to which the information pertains. Vendors should avoid the use of elaborate presentations and binding materials beyond that sufficient to present complete and effective proposals.

#### **4.2.1 COVER SHEET**

The first page of each proposal must be the completed **Cover Sheet** (RFP cover sheet) with an original ink signature of the person(s) legally authorized to bind the vendor to the proposal. **Proposals without signatures of persons legally authorized to bind the vendor to the proposal will be rejected.** The cover sheet must also include the name of the contact person and contact information of the person authorized to act on behalf of the vendor (do not number this page). Vendors must also provide their Federal Employer Identification Number. The vendor must denote the original proposal and copies by placing a check in the appropriate box on the cover sheet.

#### **4.2.2 TABLE OF CONTENTS**

The Cover Sheet should be followed by the “**Table of Contents**”, which should list all sections, subsections and page numbers.

#### **4.2.3 TAXPAYER IDENTIFICATION NUMBER**

The Table of Contents should be followed by the completed and signed “**Request for Taxpayer Identification Number**” form (*Appendix B*). All items on this form must be completed. (Do not number this page).

#### **4.2.4 TECHNICAL PROPOSAL**

Copies of Licenses/Certificates/Credentials should be followed by the **Technical Proposal**. Numbering of the proposal pages should begin with page 1 of the Technical Proposal. Page numbers should be placed in the left corner of the bottom margin. The Technical Proposal **must not exceed 50 pages**, and must prescribe to sections **4.2.4.1** through **4.2.4.5** below:

#### **4.2.4.1 VENDOR QUALIFYING INFORMATION**

##### **4.2.4.1.1 Vendor Profile and Experience**

The Vendor must specify how long it has been in the business of providing services similar to those requested in this RFP and under what company name. The Vendor must list all names it has used when conducting business. The Vendor must explain their expertise or history in the provision of such services or identify a nationally recognized model that has proven to be successful that will be used in the provision of services under this RFP. The Vendor must provide an organizational profile including: number of employees, and form of business (e.g. individual, sole proprietor, corporation, non-profit corporation, and limited liability company.).

##### **4.2.4.1.2 References**

The proposing Vendor must provide a minimum of three (3) references for which it has performed similar services. In addition, the Vendor must provide a list, if any, of all current and past contracts with the Department and other state agencies including colleges/universities within the previous three-year period. These references may be contacted to verify Vendor's ability to perform the contract. The Department reserves the right to use any information or additional references deemed necessary to establish the ability of the Vendor to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

For each reference, the Vendor must provide: company/agency name of the reference; location where the services were performed (city, state); primary and secondary contact name, title, telephone number, and e-mail address; a brief description of the project; description of the Vendor's role in the project; and the start and end date of each project.

##### **4.2.4.1.3 Past and Present Relationships with the Department**

The Vendor shall describe any past or present contractual relationship it may have or have had with the Department or any other state agency during the past three years. If the Vendor, its predecessor, or any party named in the Vendor's responses to this Section has contracted with any department within the State Government during the past three years, identify the contract number and/or other information available to identify such contract(s). If no such contracts exist, so declare. If any party named in the Vendor's response to this RFP was an employee of the State in the past two years, identify the individual(s) by name, Social Security Number, state agency by which employed, job title of position held with the State, and separation date. If no such relationship exists, so declare.

##### **4.2.4.1.4 Contract Performance**

If the Vendor, or any proposed Subcontractor, has had a contract terminated for default during the past five years, all such instances must be described as discussed below. Termination for default is defined as notice to stop performance delivery due to the Vendor's nonperformance or poor performance and the issue was either (a) not litigated due to inaction on the part of the Vendor; or (b) litigated and such litigation determined the Vendor to be in default. Submit full details of all terminations for default experienced by the Vendor during the past five years, including the other party's name, address, and telephone number. Present the Vendor's position on the matter. The Department shall evaluate the facts and may, at its sole discretion, reject the Vendor's Proposal if the facts discovered indicate that completion of a Contract resulting from this RFP may be jeopardized by selection of the Vendor.

If no such terminations for default have been experienced by the Vendor in the past five years, so declare. If, at any time during the past five years, the Vendor has had a contract terminated for convenience, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such terminations including the name and address of the other contracting party and the circumstances surrounding the termination. If no such early terminations have occurred, so declare.

Failure to report on the foregoing or if the information furnished is determined to be inaccurate, whether by omission or commission, shall result in rejection of the Vendor's Proposal.

#### **4.2.4.1.5 Project Staff/Resumes/Job Descriptions**

Describe your agency's process for staff recruitment and selection as described in Section 3.1.28. Describe the strategy to be implemented for recruitment of personnel who meet the requirements described in Section 3.1.24. Vendors must submit a resume or job description detailing the level of education, experience, training, skills, etc. which emphasizes previous experience in the service area as described in this RFP for all key personnel who will be involved with the proposed project. Each position must be described in a separate document, and the description must include the following: (1) title of the position; (2) the process or procedure for supervision; (3) minimum education, training and experience required; (4) working hours; (5) salary range; (6) narrative job summaries; and, (7) specific duties and responsibilities. The Vendor must indicate that it has sufficient staff to perform the services required in this RFP, if sufficient staff is not currently available, describe how staff will be obtained to provide the services and the timeline for obtaining the needed staff. Indicate the number of anticipated staff for each position title. List all professional licenses held by the vendor.

#### **4.2.4.1.6 Staff Performance Evaluations and Training**

Describe your plan for implementation of the training as described in Section 3.1.27 and staff development program regarding orientation, on-going staff evaluation and training that will be implemented throughout the contract period to ensure delivery of effective services that adhere to the Department's required performance standards.

#### **4.2.4.1.7 Background Checks**

Describe in detail the steps that the Vendor will take to ensure that all staff, regardless of level, have not been the subject of any incident or investigation which would call into question the propriety of that employee's working with this population of vulnerable adults. Provide documentation that each employee has a criminal background check. Describe your organization's general procedure for addressing occurrences when an incident allegation is indicated or non-indicated.

#### **4.2.4.1.8 Vendor Financial Stability**

Vendors must provide documentation of financial responsibility and stability by: providing financial statements, preferably audited, for three (3) consecutive years immediately preceding the issuance of this RFP; and providing copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.

### **4.2.4.2 METHOD OF PROVIDING SERVICES**

#### **4.2.4.2.1 Service Delivery Approach**

Provide a detailed description of the work plan and the methods to be used that will convincingly demonstrate to the Department what the Vendor intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished. Proposed services must incorporate all program specifications identified in *Section 3.1 Program Specifications*.

#### **4.2.4.2.2 Start-up Plan**

Vendors must include a detailed project schedule that is comprised of the detailed work structure for the entire project. This section should also include any proposed additions to the tasks outlined in the Section 3: Scope of Work.

#### **4.2.4.2.3 Population to be Served**

Describe how the program will assure that only families referred by the County Department of Human Resources in the counties served by the vendor will receive Family Options services.

**4.2.4.2.4 Referral Procedure**

Vendors must explain the process to be implemented to meet the referral procedure requirements described in Section 3.1.2.

**4.2.4.2.5 Number of Families to be Served**

Describe how the number of families served will be tracked and reported.

**4.2.4.2.6 Policy Compliance**

Explain how compliance with DHR policy and procedures regarding Family Options and staff will be monitored internally.

**4.2.4.2.7 Accessibility of Records**

Vendors must assure that they will make all case and administrative records for the purposes of contract monitoring, the program's adherence to the model, and quality management/assurance accessible to the FP/SS State Coordinator and Facilitators or other DHR representative.

**4.2.4.2.8 Supervisor/Staff Ratio**

Explain your proposed staffing patterns.

**4.2.4.2.9 Weekly Unit Meetings/Group Consultation**

Explain how the weekly unit meetings will be documented.

**4.2.4.2.10 Weekly Supervisor-Specialist Conferences/Individual Consultation**

Describe how you will document the supervisor-specialist conferences and follow-up on action steps identified.

**4.2.4.2.11 Supervisory Review**

Describe how the supervisory review will be implemented and documented.

**4.2.4.2.12 Consultation with DHR**

Explain your process for ensuring that DHR is kept apprised of all noteworthy developments during the intervention.

**4.2.4.2.13 Promptness of Response to Referrals**

Describe the documentation process to ensure promptness of response to referrals.

**4.2.4.2.14 Availability to Families**

Describe how you will ensure availability to families as described in Section 3.1.13.

**4.2.4.2.15 Caseloads**

Vendors must explain how caseloads will be monitored and documented as described in Section 3.1.14.

**4.2.4.2.16 Length of Intervention**

Explain how length of intervention (Section 3.1.15) will be monitored and documented.

**4.2.4.2.17 Intensity of Services**

Explain how intensity of services as described in Section 3.1.16 will be monitored and documented.

**4.2.4.2.18 Treatment Plan Development**

List the steps which will be taken to assure the timely development and implementation of quality service plans.

**4.2.4.2.19 Scope of Services Offered**

Describe your plans to document services provided to each family served and for the program as a whole.

**4.2.4.2.20 Family Incentive Funds**

Describe the procedures to be implemented to track expenditures to be paid out of family incentive funds.

#### **4.2.4.2.21 Family Preservation/Reunification Funds**

Describe the procedures to be implemented in tracking expenditures to be paid out of Family Preservation/ Reunification funds as required in Section 3.1.20.

#### **4.2.4.2.22 Case Termination Procedures**

Vendors must explain their plans to implement case termination procedures as described in Section 3.1.21.

#### **4.2.4.2.23 Supervisory Evaluation of Specialist Performance**

Describe how you will track the monitoring visits and evaluations specified in Section 3.1.23. Explain how you will follow-up on areas of concern identified.

#### **4.2.4.2.24 Evaluation of Program Outcomes**

Identify who (position title) will be responsible for the collecting and reporting of the information required in Section 3.1.25 and describe the process to be used.

#### **4.2.4.2.25 Other Evaluative Measures**

Vendor must explain plans for implementing the required components of evaluation as described in Section 3.1.26.

(Note: If a previous contract was held with DHR for these services, include an evaluative narrative for FY 06 related to program goals and objectives, summarizing feedback from consumer satisfaction surveys, families' ratings of goal progress, and Peer Review findings (if applicable). Include, at a minimum, number of unduplicated families (not individuals) and unduplicated children served in FY 05 and to date in FY 06 for each type service provided.)

#### **4.2.4.2.26 Collaboration with County DHR Offices**

Indicate how you will track meetings of collaboration with county offices as required in Section 3.1.29.

#### **4.2.4.2.27 Pilot Programs**

As applicable to the proposed area of service, as indicated in Section 5, describe your plan to implement pilot programs.

#### **4.2.4.2.28 Vendor's Willingness to Accept Field Placement Students**

Vendor's must submit a statement of their willingness and ability to accept one field placement student (masters or bachelors level, social work or related field) per semester after the program has been in operation for at least one year.

#### **4.2.4.3 VENDOR CERTIFICATIONS**

Vendors must submit a statement attesting that they warrant and represent to the Department that the vendor accepts and agrees with all certifications and terms and conditions of this RFP. Further, by submitting a response to this RFP, the vendor certifies to the Department that they are legally authorized to conduct business within the State of Alabama and to carry out the services described in this document.

##### **4.2.4.3.1 Revolving Door Policy**

Vendors must attest that neither the vendor nor any of the vendor's trustees, officers, directors, agents, servants or employees is a current employee of the Department, and none of the said individuals have been employees of the Department in violation of the revolving door prohibitions contained in the state of Alabama ethics laws.

##### **4.2.4.3.2 Debarment**

Vendors must attest that neither the vendor nor any of the vendor's trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."



#### **4.2.4.3.3 Standard Contract**

The vendor must agree to the use of the Department's standard contract document. The vendor will further comply with all the terms and conditions of that document, including, but not limited to, compliance with the Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, Alabama Act No. 2000-775 (governing individuals in direct service positions who have unsupervised access to vulnerable adults), the Health Insurance Portability and Accountability Act of 1996 (HIPPA) as applicable, and all other federal and state laws, rules and regulations applicable to receiving funds from the Department to carry out the services described in this RFP. Further, any contract executed pursuant to the RFP must be subject to review by the Department's legal counsel as to its legality of form and compliance with State contract laws, terms and conditions, and may further be subject to review by the Alabama Legislative Contract Review Committee, Examiners of Public Accounts, the State Finance Director and the Office of the Governor.

#### **4.2.4.3.4 Charitable Choice (applies to faith-based organizations only)**

The vendor must attest that funds received as a result of this procurement will not be used for sectarian instruction, worship, proselytizing or for any other purely religious activities that are not directed toward the secular social goals related to the services described in this RFP. The vendor must agree to serve all eligible members of the public without regard to their religious beliefs and, further, must not require clients' active participation in any religious practice. (In carrying out the said services, the vendor will remain independent from federal, state and local governments; will retain control over the expression of its religious beliefs, and is NOT required to remove its religious writings or symbols or to alter its internal governance as a condition of doing business with the Department.)

#### **4.2.4.3.5 Financial Accounting**

Vendors must agree that the vendor's accounting system will be consistent with General Accepted Governmental Accounting Principles (GAAP). The vendor must maintain sufficient financial accounting records documenting all funding sources and applicable expenditure of all funds from all sources.

#### **4.2.4.3.6 Vendor Work Product**

The Vendor must attest that the proposal submitted in response to this document is the work product of said vendor. If the proposal is determined not to be the work product of the vendor, the proposal may, at the Department's sole discretion, be rejected.

#### **4.2.4.4 DISCLOSURE STATEMENT**

A completed copy of the Disclosure Statement should follow the Technical Proposal.

#### **4.2.4.5 TRADE SECRET AFFIDAVIT**

The Disclosure Statement should be followed by a completed copy of the **Trade Secret Affidavit**, if applicable.

## **SECTION 5: PROJECT BUDGET**

### **5.0 BUDGET**

Vendor will be compensated for all eligible expenditures resulting from a contract for the services described in this procurement on a cost reimbursement basis. Vendors must complete the cost reimbursement budget forms (*Appendix E*) and provide a narrative description of each line item. Include a statement of assurance that the actual use of funds described in the budget will not deviate from the budget by more than 10%. Expenditures will be documented based on generally accepted procedures and will be reported to DHR on a monthly basis in the manner specified by DHR. Training costs must be limited to only those required by DHR. Subscriptions, membership dues, Board meeting expenses, and the purchase of food or meals for agency functions are not allowed. All monetary amounts should be rounded to the nearest penny (two decimal places). Requests for changes in the budget must be made in advance. No retroactive budget changes will be approved.

The target date for executing the contract is October 01, 2006. Contracts will be for a three-year period; however, budgets will be completed annually with funding adjustments made at that time. Funding may be reduced or the contract terminated at any time within the three-year contract period, upon thirty (30) days written notice. Reasons for funding reductions or contract termination include, but are not limited to, poor program performance, low rates of utilization, non-compliance with the terms of the contract, and loss of or reduction of funding. All projects under this RFP must begin within sixty (60) days after the execution of a contract unless a later starting date is approved by DHR. Failure to begin a program or project within this time period may result in termination of funding.

Please provide a budget on the attached form according to the instructions provided and a budget narrative for the period beginning October 01, 2006 and ending September 30, 2007. Total funds estimated for FY 07 for establishment and operation of a Family Options Program in the following areas/counties with corresponding staffing levels and required services are:

**Central Alabama** (Bullock, Butler, Crenshaw, Lowndes, Montgomery, Pike counties):  
\$317,000 - \$367,000 with 1 Supervisor, 4 Specialists, 1 Clerical  
**Required Services:** Preservation and Reunification

**East Alabama** (Chambers, Coosa, Elmore, Lee, Macon, Russell, Tallapoosa counties):  
\$660,000 - \$710,000 with 2.5 Supervisors, 9.5 Specialists, 1 Clerical  
**Required Services:** Preservation, Reunification and Reunification Assessment

**East Central Alabama** (Calhoun, Cherokee, Clay, Cleburne, Randolph, St. Clair, Talladega counties): \$412,000 - \$462,000 with 2 Supervisors, 7 Specialists, 1 Clerical  
**Required Services:** Preservation, Reunification and Mental Health

**Jefferson/Shelby** (Jefferson and Shelby counties): \$946,000 - \$996,000 with 4 Supervisors, 14 Specialists, 2 Clerical  
**Required Services:** Preservation, Reunification and Reunification Assessment

**Northeast Alabama** (Blount, Cullman, DeKalb, Etowah, Jackson, Marshall, Morgan counties):  
\$311,000 - \$361,000 for 1 Supervisor, 5 Specialists, and 1 Clerical (Additional supervision and specialists provided through State Merit System Staff)  
**Required Services:** Preservation, Reunification and Mental Health



**Northwest Alabama** (Florence unit - Colbert, Franklin, Lauderdale, Lawrence counties, Jasper unit – Fayette, Lamar, Marion, Walker, Winston counties; Madison/Limestone unit - Madison and Limestone counties): \$455,000 - \$505,000 with 2 Supervisors, 7 Specialists, 1 Clerical for the Florence unit; \$257,000 - \$307,000 with 1 Supervisor, 4 Specialists, 1 Clerical for the Jasper unit; \$265,000 - \$315,000 with 1 Supervisor, 4 Specialists, 1 Clerical for the Madison/Limestone unit

**Required Services:** Preservation, Reunification and Mental Health for Florence and Jasper units; Preservation and Reunification for Madison/Limestone unit

**Southeast Alabama** (Barbour, Coffee, Covington, Dale, Geneva, Henry, Houston counties): \$795,000 - \$845,000 with 3 Supervisors, 12 Specialists, 2 Clerical

**Required Services:** Preservation, Reunification and Reunification Assessment

**Southwest Alabama** (Baldwin, Choctaw, Clarke, Conecuh, Escambia, Mobile, Monroe, Washington counties): \$797,000 - \$847,000 with 3 Supervisors, 12 Specialists, 2 Clerical

**Required Services:** Preservation and Reunification

**Tuscaloosa Hub** (Bibb, Greene, Hale, Pickens, Sumter, Tuscaloosa counties): \$144,000 - \$194,000 with 2 Specialists, 1 Clerical (Supervision and additional Specialists provided through State Merit System Staff)

**Required Services:** Preservation, Reunification and Reunification Assessment

**West Central Alabama** (Autauga, Chilton, Dallas, Marengo, Perry, Wilcox counties): \$332,000 - \$382,000 with 1 Supervisor, 4 Specialists, 1 Clerical

**Required Services:** Preservation and Reunification

A state/local match equaling **25% of the combined federal and state/local funding** is required to secure the federal funds. Cash, goods, or services, including third party in-kind contributions, are allowable sources of match. Please identify any local matching funds your agency can make available or has secured for this project.

Fiscal Year 2007 will be year one of a new federal funding cycle. Reauthorization of the federal funding used for this project occurs periodically, and contracting entities should be aware that continuation of the Family Options Program beyond the availability of federal funds may be dependent upon alternate sources of funding which have been secured by that time. It would be advisable for contracting entities to begin work toward securing alternative funding sources as soon as possible.

## SECTION 6: EVALUATION CRITERIA

### 6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the proposals according to the following criteria based on a **maximum possible value of 1000 points**. Proposals failing to meet the requirements of this RFP may be deemed non-responsive or subject to point deductions. All components of the **Technical Proposal and the Project Budget** will be evaluated based on the following Scoring Guide:

Category		RFP Section	Point Value
<b>Vendor Qualifying Information</b>		<b>30 % of points for a possible 300 points</b>	
A.	Vendor Profile and Experience	4.2.4.1.1	100
B.	References	4.2.4.1.2	25
C.	Past and Present Contractual Relationships with the Department	4.2.4.1.3	15
D.	Contract Performance	4.2.4.1.4	10
E.	Project Staff/Resumes/Job Descriptions	4.2.4.1.5	50
F.	Staff Performance Evaluations and Training	4.2.4.1.6	50
G.	Background Checks	4.2.4.1.7	25
H.	Vendor Financial Stability	4.2.4.1.8	25
<b>Method of Providing Services</b>		<b>60 % of points for a possible 600 points</b>	
A.	Service Delivery Approach	4.2.4.2.1	50
B.	Start-up Plan	4.2.4.2.2	10
C.	Population to be Served	4.2.4.2.3	10
D.	Referral Procedure	4.2.4.2.4	25
E.	Number of Families to be Served	4.2.4.2.5	15
F.	Policy Compliance	4.2.4.2.6	15
G.	Accessibility of Records	4.2.4.2.7	10
H.	Supervisor/Staff Ratio	4.2.4.2.8	25
I.	Weekly Unit Meetings/Group Consultation	4.2.4.2.9	25
J.	Weekly Supervisor-Specialist Conferences/Individual Consultation	4.2.4.2.10	25
K.	Supervisory Review	4.2.4.2.11	25

L.	Consultation with DHR	4.2.4.2.12	25
M.	Promptness of Response to Referrals	4.2.4.2.13	25
N.	Availability to Families	4.2.4.2.14	25
O.	Caseloads	4.2.4.2.15	25
P.	Length of Intervention	4.2.4.2.16	25
Q.	Intensity of Services	4.2.4.2.17	25
R.	Treatment Plan Development	4.2.4.2.18	50
S.	Scope of Services Offered	4.2.4.2.19	25
T.	Family Incentive Funds	4.2.4.2.20	25
U.	Family Preservation/Reunification Funds	4.2.4.2.21	25
V.	Case Termination Procedures	4.2.4.2.22	25
W.	Supervisory Evaluation of Specialist Performance	4.2.4.2.23	25
X.	Evaluation of Program Outcomes	4.2.4.2.24	50
Y.	Other Evaluative Measures	4.2.4.2.25	25
Z.	Collaboration with County DHR Offices	4.2.4.2.26	25
AA.	Pilot Programs	4.2.4.2.27	10
BB.	Vendor's Acceptance of Field Placement Students	4.2.4.2.28	10
E.	Vendor Certifications	4.2.4.3	10
<b>Project Budget</b>		<b>10% of points for a possible 100 points</b>	
A.	Budget	5.0	100

## **APPENDIX A: STANDARD TERMS AND CONDITIONS**

**By submitting a response to request for proposal or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF PROPOSALS:** The Department reserves the right to accept or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Department. Proposals will be firm for 180 days, unless stated otherwise in the text of the request for proposal.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the Department, Legislative Auditor, or authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the Department or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a vendor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department.

**AUTHORITY:** The following request for proposal, limited solicitation, or contract is issued under authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3<sup>rd</sup> Sp. Sess., p 817, §1.)

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, department, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. The contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**DEBARMENT:** The contractor certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the Department.

**DISABILITY ACCOMMODATIONS:** The Department does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will not be accepted for requested for proposals or limited solicitations.

**FAILURE TO HONOR PROPOSAL:** If a vendor to whom a contract is awarded refuses to accept the award (contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the vendor for a period of time from entering into any contracts with the Department.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to hold the Department, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except for acts of omission resulting from the sole negligence of the Department, under this agreement.

**LATE PROPOSALS:** Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**REGISTRATION WITH THE PURCHASING DIVISION:** Any business intending to transact business in Alabama must register with the Alabama Purchasing Division by completing the Vendor Disclosure Statement. A copy of the Vendor Disclosure Statement can be downloaded from the Purchasing website at [www.purchasing.state.al.us](http://www.purchasing.state.al.us).

**SEVERABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors must promptly notify the Department of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the Department may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The Department, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**STATE OF ALABAMA**  
**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER**  
**STATE COMPTROLLER'S OFFICE**

1. In PART 1 below provide your Tax Identification Number and check FEIN or SSN. Also provide the name and address to which payments should be sent. In addition, provide the name of the legal signatory authority for your organization (the individual authorized in your Constitution and/or By-laws to legally obligate the organization, for example, sign a contract on behalf of the organization).
2. Circle the business designation that identifies your type of trade or business in PART 2.
3. Sign and return this form as part of the response to the RFP:

## NAME &amp; TITLE OF LEGAL SIGNATORY AUTHORITY: \_\_\_\_\_

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## **APPENDIX C: TRADE SECRET AFFIDAVIT**

### **Alabama Department of Human Resources**

#### **AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY**

DEPARTMENT OF \_\_\_\_\_)

)ss.

County of \_\_\_\_\_)

\_\_\_\_\_ (Affiant), being first duly sworn under oath, and representing  
\_\_\_\_\_ (hereafter "Vendor"), hereby deposes and says that:

1. I am an attorney licensed to practice in the State of \_\_\_\_\_, representing the Vendor referenced in this matter, and have full authority from the Vendor to submit this affidavit and accept the responsibilities stated herein.

2. I am aware that the Vendor is submitting a proposal to the Alabama Department of Human Resources for RFP # \_\_\_\_\_. Public agencies in Alabama are required by Alabama law to permit the public to examine documents that are kept or maintained by the public agencies, other than those legitimately meeting the provisions of the Alabama Trade Secrets Act, Alabama Code Section 8-27-1, and that the Department is required to review claims of trade secret confidentiality.

3. I have read and am familiar with the provisions of the Alabama Trade Secrets Act, am familiar with the case law interpreting it, and understand that all information received in response to this RFP will be available for public examination except for:

- (a) trade secrets meeting the requirements of the Act; and
  - (b) information requested by the Department to establish vendor responsibility
- unless prior written consent has been given by the vendor.

4. I am aware that in order for the Vendor to claim confidential material, this affidavit must be fully completed and submitted to the Department, and the following conditions must be met by the Vendor:

- (a) information to be withheld under a claim of confidentiality must be clearly marked and separated from the rest of the proposal;
- (b) the proposal may not contain trade secret matter in the cost or price; and
- (c) the Vendor's explanation of the validity of this trade secret claim is attached to this affidavit.

5. I and the Vendor accept that, should the Department determine that the explanation is incomplete, inadequate or invalid, the submitted materials will be treated as any other document in the department's possession, insofar as its examination as a public record is concerned. I and the Vendor are



solely responsible for the adequacy and sufficiency of the explanation. Once a proposal is opened, its contents cannot be returned to the Vendor if the Vendor disagrees with the Department's determination of the issue of trade secret confidentiality.

6. I, on behalf of the Vendor, warrant that the Vendor will be solely responsible for all legal costs and fees associated with any defense by the Department of the Vendor's claim for trade secret protection in the event of an open records request from another party which the Vendor chooses to oppose. The Vendor will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying and saving harmless the Department, or the Vendor will immediately withdraw its opposition to the open records request and permit the Department to release the documents for examination. The Department will inform the Vendor in writing of any open records request that is made, and the Vendor will have five working days from receipt of the notice to notify the Department in writing whether the Vendor opposes the request or not. Failure to provide that notice in writing will waive the claim of trade secret confidentiality, and allow the Department to treat the documents as a public record.

Documents that, in the opinion of the Department, do not meet all the requirements of the above will be available for public inspection, including any copyrighted materials.

\_\_\_\_\_  
Affiant's Signature

Signed and sworn to before me on \_\_\_\_\_ (date) by \_\_\_\_\_  
\_\_\_\_\_. (Affiant's name).

Name of Notary Public: \_\_\_\_\_ for the

Department of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Place seal here.

## **APPENDIX E: IMMIGRATION STATUS FORM**

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Witness

## APPENDIX E: COST REIMBURSEMENT BUDGET FORM

COST REIMBURSEMENT BUDGET FORMS					
<b>Contract Number:</b>				<b>Taxpayer ID#:</b>	
<b>Agency:</b>					
<b>Address:</b>					
<b>Project Title:</b>					
<b>Budget Period:</b>		<b>to</b>		<b>Fiscal Year:</b>	
BUDGET ITEMS				TOTAL COST	
<b>1. PERSONNEL</b>					
<b>2. SUBCONTRACTS</b>					
<b>3. TRAVEL</b>					
<b>4. SPACE</b>					
<b>5. SUPPLIES</b>					
<b>6. EQUIPMENT</b>					
<b>7. OTHER</b>					
<b>8. TOTAL PROJECT FUNDING</b> <i>(sum lines 1 through 7)</i>					
<b>9. Local Share</b> <i>(Itemize the sources and amounts under COMMENTS below)</i>					
<b>10. Other Federal Share</b> <i>(Itemize the sources and amounts under COMMENTS below)</i>					
<b>11. MAXIMUM DHR SHARE</b> <i>(line 8 minus lines 9 and 10)</i>				>>>>>>>	
<b>12. PERCENT DHR SHARE OF TOTAL PROJECT FUNDING</b> <i>(Line 11 divided by line 8)</i>					
<b>COMMENTS</b> <i>(In addition to itemizing the sources and amounts of local and other non-DHR funding, include, as applicable, a brief description of the nature of each income-generating activity planned):</i>					
<b>NOTE:</b> ON THE FOLLOWING PAGES, DESIGNATE CLEARLY ALL BUDGET LINE ITEMS THAT REPRESENT COSTS IN WHICH DHR WILL NOT PARTICIPATE IN WHOLE OR IN PART, I.E., IN-KIND COSTS, UNALLOWABLE COSTS, ETC. ALL COSTS FOR THE LINE ITEMS SO DESIGNATED MUST BE PAID IN FULL WITH NON-DHR FUNDS.					

<b>DHR USE ONLY</b>					
<b>Approved for Mathematical Accuracy:</b>					
<b>Assistance Payments, Finance Division</b>				<b>Date:</b>	
<b>Contract Number:</b>				<b>Fiscal Year:</b>	
<b>1. PERSONNEL: Group those Position Descriptions having identical salary details.</b>					
<b>A. Number of Persons</b> <i>(annotate if position is currently vacant)</i>	<b>B. Position Description</b>	<b>C. Gross Salary Per Pay Period</b>	<b>D. % Time on Project</b>	<b>E. Pay Periods to be Employed</b>	<b>F. Total Cost (AxCxDxE)</b>
<b>Subtotal Salaries:</b>					
<b>FRINGE BENEFITS:</b>					
<b>FICA</b>					
<b>Workman's Compensation</b>					
<b>Health Insurance</b>					
<b>Other (specify)</b>					
<b>Subtotal Fringe Benefits:</b>					
<b>TOTAL PERSONNEL:</b>					
<b>2. SUBCONTRACTS: Itemize each actual/proposed subcontract. All subcontracts require the Department's prior written approval.</b>					
<b>TOTAL SUBCONTRACTS:</b>					

<b>Contract Number:</b>		<b>Fiscal Year:</b>	
<b>3. TRAVEL:</b> <i>All out-of-state travel requires the Department's prior written approval.</i>			
<b>In-state</b>			
<b>Out-of-state</b>			
<b>TOTAL TRAVEL:</b>			
<b>4. SPACE:</b> <i>All repairs to facilities, regardless of the cost, require the Department's prior written approval.</i>			
<b>Telephone</b>			
<b>Rent/Lease</b>			
<b>Use Allowance</b> <i>(requires an FM-05 "USE ALLOWANCE – SPACE" form)</i>			
<b>Utilities</b>			
<b>Upkeep</b> <i>(buildings/grounds)</i>			
<b>Other</b> <i>(specify)</i>			
<b>TOTAL SPACE:</b>			
<b>5. SUPPLIES:</b> <i>Competitive bids may apply.</i>			
<b>Office Supplies</b>			
<b>Custodial Supplies</b>			
<b>Other</b> <i>(itemize and be specific -- attach a separate listing if needed)</i>			
<b>TOTAL SUPPLIES:</b>			
<b>6. EQUIPMENT:</b> <i>Itemize (attach a separate listing if needed).</i>			
<b>Rental/Lease</b>			
<b>Use Allowance</b> <i>(requires FM-06 "USE ALLOWANCE – EQUIPMENT" form)</i>			
<b>Depreciation</b> <i>(supporting documentation required -- see instructions)</i>			
<b>Repairs</b>			
<b>Other</b> <i>(specify)</i>			
<b>TOTAL EQUIPMENT:</b>			
<b>7. OTHER</b>			
<b>Liability Insurance</b>			
<b>Vehicle Maintenance, such as gas, oil, etc.</b>			

<b>Printing</b>					
<b>Indirect Cost</b> ( <i>rate must be approved by the Department</i> )					
<b>Other</b> ( <i>specify</i> )					
<b>TOTAL OTHER:</b>					



## APPENDIX F: INSTRUCTIONS FOR COST REIMBURSEMENT BUDGET

Each line item in the budget must reflect the **total planned combined project cost** for that line item. Page 1 represents a summary of the totals from the remaining pages. All departmental funds are subject to the constraints set forth in the contract, the Contract Compliance Requirements document, all other departmental directives and the instructions set forth herein.

**Approval of the budget does not constitute approval to actually incur any expenditure designated as requiring Department's prior written approval.** For the budget items so designated, the Department's prior written approval must be obtained before the expense is actually incurred.

### **PAGE 1**

**Contract Number:** *To be assigned by DHR.*

**Taxpayer ID:** *Self-explanatory.*

**Agency:** *Self-explanatory.*

**Address:** *Self-explanatory.*

**Project Title:** *Self Explanatory.*

**Budget Period:** *The period during which the budget will be in effect, normally the fiscal year, October 1 through September 30, unless otherwise advised by the Department.*

*Include the totals for the seven budget sections from pages 2-3. In addition, include the following additional items:*

8. **TOTAL PROJECT FUNDING:** Enter the sum of lines 1-7. This should reflect the total amount of funds from all funding sources to be used to fund the project.
9. **LOCAL SHARE:** Enter the total amount of local funds from all non-federal sources (including in-kind contributions) to be used, in whole or in part, to fund the project. Itemize the sources and amounts under the Comments section.
10. **OTHER FEDERAL SHARE:** Enter the total amount of federal funds received from sources other than DHR to be used, in whole or in part, to fund the project. Itemize the sources and amounts under the Comments section.
11. **MAXIMUM DHR SHARE:** Subtract lines 9 (Local Share) and 10 (Other Federal Share) from line 8 to reflect the maximum DHR share of the total budgeted project funding.
12. **PERCENT DHR SHARE:** Enter the DHR share as a percent of the total project funding by dividing line 11 by line 8.

**COMMENTS:** Itemize, as applicable, the sources and amounts of all funds represented in lines 9 and 10 above. In addition, include, as applicable, a brief description of the nature of each income-generating activity planned. NOTE: Contractors must obtain the Department's prior approval to earn program income in the course of administering the project. (See the Contract Compliance Requirements document for additional instructions pertaining to earning and accounting for program income.)

**Note: on the budget line items represented on pages 2 and 3 of the budget form, designate clearly all budget line items that represent costs in which DHR will not participate in whole or in part, i.e., in-kind costs, unallowable costs, etc. All costs for the line items so designated must be paid in full with non-DHR funds.**

**PAGE 2**

**PERSONNEL:** Itemize each type position separately. In addition, itemize each like position with different annual salary amounts or different percentages of time spent on the project. Attach an additional sheet if necessary (use the same column headings).

- A. **Number of Persons** – List the number of persons having same position, salary, percent (%) time worked on project, and months or pay periods to be employed.
- B. **Position** – Give the Position Title. Designate part-time employees by placing (PT) after position title.
- C. **Gross Salary Per Pay Period** – Show total projected salary per pay period (monthly, biweekly, weekly or hourly rate) and indicate the pay period method used. This should reflect the pay period method that will actually be used to pay the employee. Include any anticipated salary increases. When a salary increase is anticipated during budget year, show the position for the number of pay periods at each salary level.
- D. **Percent (%) Time on Project** – Show the percentage of time employee works on this project.
- E. **Pay Periods to be Employed** – Show pay periods to be worked at each salary level.
- F. **Cost** – Multiply A x C x D x E to arrive at Total Cost. Total all staff position costs to arrive at personnel subtotal.

**Example:**

A. Number of Persons	B. Position Description	C. Gross Salary Per Pay Period	D. %Time on Project	E. Pay Periods to be Employed	F. Cost
1	Director	\$900 (Month)	100	8	\$7,200
		950 (Monthly)	100	4	3,800
4	Aides	200 (biweekly)	100	26	20,800
1	Bookkeeper	4.50 (hourly)	50	2080	4,680
<b>Subtotal</b>					<b>\$36,480</b>

**Fringe Benefits:** Itemize fringe benefit costs and insert the appropriate subtotal.

**Total Personnel:** Add the subtotals for personnel and fringe benefits.

**SUBCONTRACTS** Itemize individually each subcontract for a major component of the contract program, including, but not limited to, program administration, determining eligibility for services, etc. Attach an additional sheet if necessary and use the same column headings. **All subcontracts require the Department's prior written approval.** (See the Contract Compliance Requirements document for additional instructions.) **Do NOT include** costs associated with maintenance agreements, lease agreements, financial audits, data processing services, contract labor or other services for which there is a specific budget line item.

**PAGE 3**

**TRAVEL** This is to be used for staff travel. In-state consists of travel within the State of Alabama, directly related to, and required in the performance of, an employee's duties under the current contract. **Eligible**

**in-state travel will be reimbursed at the authorized State mileage and per diem rates in effect at the time the cost is actually incurred.** (Rates are available from the Department upon request.) **All out-of-state travel requires the Department's prior written approval.** Only reasonable and actual expenses incurred for out-of-state travel are allowable.

## **SPACE**

**Telephone:** Actual costs are to be budgeted when used solely for the contract program. When the contract program is part of a larger operation, the monthly charges should be prorated based on sound accounting principles. A long distance log must be maintained to document long-distance charges to be billed to the program. **Do NOT include deposit fees or the cost of purchasing telephones or telephone networks or systems.**

**Rent/Lease:** Rent is allowable pursuant to federal guidelines. Three statements of comparable rent (FM-04) are required and the lowest rent statement will be used as the maximum allowable rent. These statements should be maintained on file at the agency. Rent should be prorated according to the square footage occupied by overall operation when the project is only one component of a larger program. The above form is available from the Department upon request.

**Use Allowance:** To be used when the program occupies a building that the it owns. A Use Allowance – Space form (FM-05) and three comparable rent statements (FM-04) are required and should be maintained on file at the agency. Copies of these forms are available from the Department upon request.

**Utilities:** Include all utilities associated with power, gas and water. These costs should be prorated on the same basis as rent. **Do not include such costs as Cable TV, cell phone, telephone or Internet access.**

**Upkeep (buildings/grounds):** Include costs for persons such as a janitor, lawn-keeper or maintenance person when the person is not otherwise an employee. **Do NOT include any costs that are the responsibility of the owner or lessor.**

**Minor Repairs:** Include only minor repairs. An example of a minor repair is replacing broken window panes or painting an office. Renovations such as constructing a new wall, remodeling a room, etc., are nor allowable. **Do NOT include any costs that are the responsibility of the owner or lessor. All repairs to facilities require the Department's prior written permission, regardless of the cost of the repair.**

**Other (specify):** Items must not otherwise be the responsibility of the property owner or lessor. Itemize and be specific.

## **SUPPLIES**

**NOTE: COMPETITIVE BIDS MAY APPLY.**

**Office Supplies:** Include general office supplies, for example, pencils, paper, carbon paper, erasers, etc.

**Custodial Supplies:** Include only supplies related to janitorial/custodial work, for example, cleaning supplies, mops, brooms, dust pans, etc.

**Other (specify):** Include an itemized listing and detailed description of each item. Attach a separate itemized listing as needed.

**EQUIPMENT** The Department's prior written approval is required before procuring any equipment, regardless of the cost, with funds received under the contract. Attach an itemized listing for equipment represented in the following line items and include detailed identifying information for each item, for example, make, model, serial number, model number, cost, inventory number and the name of the user.

**Rental/Lease:** Include, as applicable, all costs associated with the rental or lease of equipment. (An itemized list must be attached, as described above.)

**Use Allowance:** A use allowance for equipment owned by the contractor and used in the contract program may be included in lieu of the depreciation allowance only if the equipment is not purchased in whole or in part with contract funds or with other Federal/State funds. An FM-06 "Use Allowance – Equipment" form is required and should be maintained on file by the contractor for all use allowances for equipment billed under the contract. No use allowance is allowable on any equipment item that is fully depreciated.

**Depreciation:** A depreciation allowance, as described in the Contact Compliance Requirements document, may be included in lieu of a use allowance for equipment owned by the contractor and used in the contract program only if the equipment is not purchased in whole or in part with contract funds or with other Federal/State funds. Reference the Contract Compliance Document for the appropriate methodology for calculating the applicable amount of depreciation. No depreciation is allowable on any equipment item that is fully depreciated. (An itemized list must be attached, as described above.)

**Repairs:** Include reasonable costs associated with repairs related to equipment used by the program. **Repairs that equal or exceed \$200 require the Department's prior written permission.** (An itemized list must be attached, as described above.)

**Other (specify):** Itemize, as applicable, and be specific. (Attach a separate sheet as needed.)

## **OTHER**

**Liability Insurance:** Include only the premium costs for insurance policies required under the contract with the Department.

**Vehicle Maintenance:** Include only the costs for operating and maintaining vehicles owned by the agency that are used in the course of performing services under the contract. Include only routine costs such costs as gas, oil, etc.

**Printing:** Include the cost incurred in the course of performing services under the contract.

**Indirect Cost:** Include all indirect costs allocable to the Department. This must reflect anticipated actual indirect costs. **(General admin fees are not allowable.) Attach a detailed itemized listing that describes each cost item that makes up this line item.**

**Other (specify):** Include miscellaneous costs such as postage, audit (requires the Department's prior approval) bank stop payment fees, etc., **but do not include any item for which a space is otherwise provided elsewhere in the budget.**

**NOTES:** Funds designated within budget line items 1 (personnel), 2 (subcontracts) or 6 (equipment) may not be exceeded without the Department's prior written approval. These type changes, as well as changes in the budgeted salary amounts, require a budget amendment. Funds within budget line items 3 (travel), 4 (space), 5 (supplies) and 7 (other) may be transferred among those same line items as needed in order to accommodate fluctuations in actual expenditure patterns, provided there is no change in the overall budget total. These type changes do not require a budget amendment, unless they would result in the overall budget total being exceeded.